

Technical and Bibliographic Notes/Notes techniques et bibliographiques

The Institute has attempted to obtain the best original copy available for filming. Features of this copy which may be bibliographically unique, which may alter any of the images in the reproduction, or which may significantly change the usual method of filming, are checked below.

L'Institut a microfilmé le meilleur exemplaire qu'il lui a été possible de se procurer. Les détails de cet exemplaire qui sont peut-être uniques du point de vue bibliographique, qui peuvent modifier une image reproduite, ou qui peuvent exiger une modification dans la méthode normale de filmage sont indiqués ci-dessous.

- ☐ Coloured covers/
Couverture de couleur
- ☐ Covers damaged/
Couverture endommagée
- ☐ Covers restored and/or laminated/
Couverture restaurée et/ou pelliculée
- ☐ Cover title missing/
Le titre de couverture manque
- ☐ Coloured maps/
Cartes géographiques en couleur
- ☐ Coloured ink (i.e. other than blue or black)/
Encre de couleur (i.e. autre que bleue ou noire)
- ☐ Coloured plates and/or illustrations/
Planches et/ou illustrations en couleur
- ☐ Bound with other material/
Relié avec d'autres documents
- ☐ Tight binding may cause shadows or distortion
along interior margin/
La reliure serrée peut causer de l'ombre ou de la
distorsion le long de la marge intérieure
- ☐ Blank leaves added during restoration may
appear within the text. Whenever possible, these
have been omitted from filming/
Il se peut que certaines pages blanches ajoutées
lors d'une restauration apparaissent dans le texte,
mais, lorsque cela était possible, ces pages n'ont
pas été filmées.

- ☐ Coloured pages/
Pages de couleur
- ☐ Pages damaged/
Pages endommagées
- ☐ Pages restored and/or laminated/
Pages restaurées et/ou pelliculées
- ☒ Pages discoloured, stained or foxed/
Pages décolorées, tachetées ou piquées
- ☐ Pages detached/
Pages détachées
- ☒ Showthrough/
Transparence
- ☐ Quality of print varies/
Qualité inégale de l'impression
- ☐ Includes supplementary material/
Comprend du matériel supplémentaire
- ☐ Only edition available/
Seule édition disponible
- ☐ Pages wholly or partially obscured by errata
slips, tissues, etc., have been refilmed to
ensure the best possible image/
Les pages totalement ou partiellement
obscurcies par un feuillet d'errata, une pelure,
etc., ont été filmées à nouveau de façon à
obtenir la meilleure image possible.

- ☒ Additional comments:
Commentaires supplémentaires:

Docket title page is bound in as last page in book but filmed as first page on fiche.

This item is filmed at the reduction ratio checked below/
Ce document est filmé au taux de réduction indiqué ci-dessous.

10X	14X	18X	22X	26X	30X
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12X	16X	20X	24X	28X	32X

King-Heal Co.

Nº 1 for 1885.

Watson Man. vs Gray

Filed July 2nd 1885

Date *Inst. Feb 1885*

—AGREEMENT—

—BETWEEN THE—

**WATSON MANUF'G. CO.,
LIMITED.**

OF AYR. ONT., CANADA.

—AND—

Benjamin Wood

—OF—

Clinton

TERRITORY:

Clinton
Agent's Nearest Express Office
Nearest Freight Station.....
Nearest Telegraph Office.....
Nearest Bank.....

THE G. N. W. TELEGRAPH Co.

Have an Office in the Works of the Watson Manufacturing Co.

RECORDER PRINT, AYR.

CONTRACT.

This Agreement, made the Second day of February,
 One Thousand Eight Hundred and 84, between THE WATSON MANUFACTURING COMPANY
 (Limited), their Heirs, Executors, Administrators, or Assigns, of the VILLAGE OF AYR, in the Township
 of North Dumfries, in the County of Waterloo, and Province of Ontario, MANUFACTURERS, of the first part, and
Raymond Wood of the Village of Clinton
 in the County of Orkney and Province of Ontario, of the second part,—

Witnesseth, That whereas the said WATSON MANUFACTURING COMPANY (Limited), being desirous
 of extending their business, hath appointed, and by these presents doth appoint, the said party of the second part,
 AGENT FOR THE SALE OF THEIR MACHINES AND MANUFACTURES for the Season ending October,
 in the following place and territory only, that is to say:—

Godenick and Ins. heremitt Townships

Now this Agreement Witnesseth, That in consideration of the premises and of the conditions
 hereinafter named, the party of the second part hereby covenants to and with the said parties of the first part, their
 heirs, executors, administrators or assigns, in manner following, that is to say:

1.—THAT he will at all times during the continuance hereof use his best endeavours, and give his time and
 attention to sell and dispose of the Implemen's, Machines, and Manufactures of the said parties of the first part, in
 the territory aforesaid, and will at all times thoroughly canvass said territory for the purpose of making sales, and
 will not give his time to the sale of any other Machines, Implements, or Manufactures of same class than those
 of the said parties of the first part.

2.—THAT he will account for such Manufactures according to price-list hereinafter stated in this contract,
 and made part of same, and will properly set up and start all machines he sells; and that he will pay 7 per cent.
 interest on all notes which fall due after 1st January, 188 6, that do not bear interest.

3.—THAT he will take notes or cash for such Machines or other Manufactures sold by him, according to the
 printed instructions of the said first parties, on reverse side of this sheet, which are hereby declared to form part of this
 agreement, as if the same had been embodied herein, and will make returns of such notes or cash within ten days
 after the receipt of the same, and that he will not at any time, or on any account, sell to any person or persons who
 at the time of such sale is or are not considered perfectly solvent.

4.—THAT no compensation is to be paid or payable on any sale or sales from which no collections can be
 made, and in case of commission having been paid thereon, such commissions shall be refunded by the second party
 to the said first parties on ascertaining the fact that such collections cannot be made; and that no commissions
 are to be paid or payable on sales made by said second party after the supply of the article sold has been exhausted
 at the Works of the said first parties, although no notice of the fact has been communicated to the said second
 party.

5.—THAT it shall be at the option of the said first parties to fill any order sent by the second party, and no
 commission shall be paid or payable on sales in which the orders therefor have not been filled.

6.—THAT full returns of sales and true statement of stock on hand shall be made and furnished by the said
 second party to the said first parties by the FIRST DAY OF OCTOBER IN EACH YEAR, and the party of
 the second part hereby agrees that for all returns so unaccounted for he shall pay 10 per cent. interest per annum
 for the expired time, and it is particularly understood and agreed by and between the parties hereto, that the said
 party of the second part is not in any event to retain or use any moneys received by him for sales, for any purposes
 whatsoever, and also that the said first parties may terminate these presents and the agency hereby created at any
 time, by written notice to said party of the second part; and that said party of the second part is not authorized
 hereby to sign, give, or make any bills or notes in the name of the said first parties, or in any way or manner pledge
 their credit by means of such agency.

7.—THAT the second party will at all times render any required assistance to secure the payment of any
 money due, or to become due, upon notes or other securities taken upon the sale of Machines made by said second
 party in all cases where the said first parties have reason to believe the security for the payment thereof is doubtful.

15510

Commissions in full, payable on sales made under this agreement, will be the difference between the price to customers and the price to Agents, as above. If sales are made differing in prices and terms from those mentioned in this agreement (whether such sales may have been authorized or not), commissions will be adjusted accordingly, it being understood that the net amounts received by THE WATSON MANUFACTURING COMPANY (Limited) must not, in any case, be less than the price to Agents above. And such net amount must be in cash or customers' notes, and must not include ANYTHING taken in trade. Cash prices will not be allowed. Agents unless the cash for such sales has reached the Office before October 1st.

GENERAL INSTRUCTIONS TO AGENTS

Acting under the within Contract referred to therein, and forming part of said Contract.

In order to have a general and uniform system of doing business with Agents, and to facilitate the working of Agencies generally, it is necessary that you should adhere to the following instructions, and deviate from them in no particular without first writing to the Watson Manufacturing Company (Limited) for authority:—

IN SELLING,

- 1.—Have a thorough understanding with purchasers in each case, and see that the same be embodied in the order, as no verbal contract will be recognized.
- 2.—Adhere as strictly as possible to the price-list furnished, for should you at any time make a sale under price, we cannot make any reduction from the net price.
- 3.—Sales are not to be made to renters or to Indians, except for cash on delivery, or with such security as may be approved by us in writing. A disregard of this part of our instructions will render you liable for the whole price of goods.

DELIVERING AND STARTING MACHINES.

- 4.—In delivering a machine, be careful to see that all of the pieces have corresponding numbers.
- 5.—You should see that the parts are properly attached, that the nuts are all drawn tight, the bearings well oiled, and that the knife and gearing move freely before the machine is started. A little attention at this time will save trouble afterwards.
- 6.—Should any machine fail to fill warranty, it will be from cause of imperfect understanding and operation of machine. If any point arises regarding machine that you do not fully understand, and we cannot explain to remedy the difficulty either by letter or telegram (as the case may require), we will upon application send a man from our Works to adjust machine. If the trouble arises from imperfection of machine in construction, or otherwise, the expense will be borne by us; if from ignorance or carelessness on your part, the expense to be paid by you; but in no case will you allow a machine to be returned. Every machine will work as guaranteed if properly set up and operated.
- 7.—You should settle with all customers promptly. Mowers and reapers should be settled for when started.
- 8.—When sample machines are shipped to Agents, they must take the same from the station and take proper care of them, as they will be held responsible for any loss or depreciation in value to goods arising therefrom, and in no case will second samples be sent until returns are made for the first.
- 9.—Orders must be taken for all machines sold, and forwarded to the Office before machine will be furnished. In exceptional cases only will we forward machine ordered by telegram before receipt of regular order, properly signed by purchaser.
- 10.—Agents are required to keep a correct account of all machines sold, separate and apart from their other accounts, a copy of which must be forwarded when requested, and forwarded before the 1st October each year, together with a detailed statement of all repairs and goods on hand.
- 11.—TELEGRAMS.—We will not pay any charges for telegraphing, except for answers to messages sent by us, or unless it be in reference to parts short on machines shipped by us.
- 12.—FREIGHTS on machines will be prepaid to any central point. When not prepaid it will be allowed you at settlement upon producing unrepaid freight receipts. When it is found (to be determined by the parties of the first part) that goods have been ordered in excess of sale, and it is deemed expedient to ship said goods to other points for sale, or otherwise, an amount equal to freight prepaid by parties of the first part shall be charged to the party of the second part at settlement.

TAKING NOTES.

- 13.—Use, in all cases, the Blank Notes with which we supply you. Take time to fill out all blanks in the notes *plainly and correctly*. When a signature to a note is not plainly written, write it yourself on the margin.
- 14.—When a maker is unable to write his name, and makes his mark instead of signature, same must be witnessed by at least one person.
- 15.—Make no change in the notes, for they are printed just as we want them, and must remain so.
- 16.—*Never induce a farmer to think his notes can go past due, as we expect and shall require prompt payments.*

BLANKS.

- 17.—Blank orders, notes and circulars will be furnished you as ordered, which in all cases you will use. Keep a supply on hand; they will always be sent when ordered, if practicable.
- 18.—We will not pay for any newspaper or other advertisement unauthorized by us; neither will we pay for any printing whatever, except that furnished by us.
- 19.—In case notes are sent us made payable at the residence of the party who gives them, two dollars will be deducted from the commission on the sale for which such notes are given, to cover the costs of presenting them for payment.
- 20.—In remitting notes always say what they have been given for, and be particular to fill out all blanks on notes, such as Lot, Concession, Township, and Post Office, and in no case alter place of payment, as all notes are made payable at the "OFFICE OF THE WATSON MANUFACTURING CO. (LIMITED), and may at all times be found there.

COMMISSIONS.

- 21.—Commissions will only be paid on orders for which full returns have been made.
- 22.—No commission will be paid on machines, &c., if returned. No commission will be paid on orders not accepted and filled.
- 23.—It is in some places customary to make a small discount to purchasers buying more than one article at a time for their own use; however, owing to the large margins allowed to the Agent, no further discount can be made to him, nor will any allowance be made to the Agent on old machines or other articles taken by him in trade. *Old machines, or trades of any kind, are entirely at the risk of the Agent, and he will be held strictly responsible for all such.*
- 24.—Commissions being liberal, cover all incidental expenses connected with the business of selling and collecting should the notes be sent you for that purpose, and no allowance will be made to Agents for express charges.
- 25.—You will be responsible for return of Commission on any sale not collectible, and for the amount of any goods sold and delivered by your order to parties known to be irresponsible.
- 26.—No sale is to be considered complete, so as to entitle you to a commission on it, until we have received satisfactory settlement for it by notes or cash.

REPAIRS AND DAMAGES.

- 27.—Purchasers are not ordinarily entitled to repairs free, half as often as they claim them. But where a defect in any part clearly exists, a duplicate should be furnished free, in which case you will keep the defective part on hand for our inspection, and take a receipt for the part donated, as no donations will be allowed unless you have a receipt for same. We allow no commission, freight or express charges on repairs donated. No claims for insurance, or other debatable charges on machines, while in your hands, will be allowed, unless by special agreement in writing.

28.—Repairs should be sold strictly for CASH ON DELIVERY, and must be settled for by the Agent, less his commission of 20 per cent., by the 1st of October in each year. Express charges on all repairs must be paid by the purchaser, unless to replace defective parts on new machines.

29.—In ordering repairs, particular care should be taken to give a full description of them, and the year the Machine was manufactured, referring to castings and directions for names, numbers and prices. All defective parts in new Machines, Rakes or Implements, will be replaced free first season, provided the broken parts are kept for the inspection of the General Agent in your territory.

30.—Caution customers against using other repairs than those made at the Ayr Works, for our machines, as by so doing they are apt to incur a loss and injure the reputation of the machine, as such repairs are usually made by using castings for patterns, which make those sold by others one size smaller (the shrinking of the iron), and will not fit properly.

TERRITORY.

31.—To protect territory for yourself and others, no Agent must sell or offer for sale our manufactures to any party or parties residing in the territory given to some of our other Agents, at lower than regular retail prices marked in this Agreement, or such others as we may give you from time to time, either in writing or by printed circular. In case you should make such a sale, the Agent in whose territory the purchaser resides will be entitled, on prompt application, to receive from you one-half the full commission on such sale. We recommend, however, that adjoining Agents agree upon an amicable arrangement between themselves should such a case arise.

32.—You are expected to thoroughly canvass the territory assigned you, and to use all legitimate means in your power to forward our business and make sales, and also to receive any Sample Machines that may be sent you, as well as any other articles you may order, and to keep them properly stored, under cover, and in good condition, to exhibit them as publicly as possible, and not use or allow them to be used except when necessary to exhibit in making sales. In the event of your neglecting to comply with the above, you will be held accountable for any loss or depreciation in value arising therefrom.

33.—As field contests cause Agents an unnecessary amount of trouble, and their direct tendency is to cut prices, you will under no circumstances place our Machines in competition with other Machines unless you have authority from the Head Office, granted in writing. A violation of this clause will be a sufficient reason for us to immediately cancel this Agreement, and transfer the Agency to other parties.

REMARKS.

When you come in competition with other machines, always accord them their just dues. Nothing is ever made by unfairness and misrepresentation. "Whatever is made to-day is lost to-morrow." If business cannot be done honorably and just, it should not be done at all. We believe that a careful examination of our machines with others, will convince you that they can be sold on their merits, without deviating from the truth.

In shipping or returning anything to the Works, always send the shipping receipt, and write full particulars or goods will not be credited.

